Matthew D. O'Conner, WSBA 27061
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8011 Greenwood Ave. North
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Tel: (206) 782-0722
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Honorable Judge Samuel J. Steiner
DATE: November 12th, 2010
TIME: 9:30 a.m.
Chapter 11
LOCATION: Seattle
RESPONSE DUE: Wednesday, Nov. 10, 2010

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re: Adam R. Grossman, Debtor.	CHAPTER 11 BANKRUPTCY CASE NO. 10-19817-SJS DECLARATION OF EMILY TSAI, DEBTOR'S PROPOSED SPECIAL COUNSEL STATE COURT FAMILY LAW ATTORNEY

I, Emily Tsai, declare the following:

1. I am an attorney at law admitted to practice before this Court. I maintain offices at the Tsai Law Company, PLLC, 2101 - 4th Avenue, Ste. 1560, Seattle, WA 98121.

2. Insofar as I have been able to ascertain, neither I nor my firm has any connection with the Debtor-In-Possession, his creditors, or any other party in interest, or

their respective attorneys and accountants.

3. Insofar as I have been able to ascertain, neither I nor my firm represent any interest adverse to that of the Debtor-In-Possession in the matters upon which said law firm is to be engaged.

4. Based on the foregoing, I believe my firm and I are each a "disinterested person" within the meaning of Sections 101(14) and 327 of the Bankruptcy Code.

5. Your declarant has advised the Debtor-In-Possession of her willingness to serve as his counsel based on time and standard billable charges of $295 per hour for attorney’s fees or $3,500 per day during trial. A copy of the retainer agreement signed by the Debtor is attached as Exhibit A.

6. Your declarant certifies that she has read Local Rule 2016 which sets forth the requirements for an application for compensation and reimbursement.

7. I appeared in King County Superior Court on behalf of the Debtor in a limited capacity on September 17, 2010 (see attached Exhibit A, fee agreement #1) and then amended that limited appearance to a full or regular appearance on October 13, 2010 (see attached Exhibit B, fee agreement #2).

8. The Debtor is engaged in a dissolution of marriage proceeding with his wife. In the context of that proceeding, it is my intention to try to assist him in protecting assets of the estate in such a way that he will be able to pay his debts as quickly, efficiently and fairly as possible as required by law.

9. I have received three deposits on behalf of Debtor’s state court family law case’s legal fees.

10. Two of those deposits, the first and the third, were paid directly to me by third

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parties on Mr. Grossman's behalf and not by Mr. Grossman.

11. On September 16, 2010, I received $7,500.00 from Peter Hendrickson on Mr. Grossman's behalf. These funds were placed into my firm's IOLTA account.

12. I have advanced costs from that retainer of approximately $5,000.00 as of this date for expert witness fees and some deposition costs.

13. On October 11, 2010, I received $20,000.00 from Lyman Opie on Mr. Grossman's behalf. These funds were placed into my firm's IOLTA account.

14. Insofar as I have been able to ascertain, neither I nor my firm has any connection, legal or otherwise, with either of the third party payors.

15. Insofar as I have been able to ascertain, neither I nor my firm represent any interest adverse to either of the two third party payors.

16. The second deposit in the sum of $5,000.00, was paid to me by cashier's check by Mr. Grossman on September 25, 2010. These funds were placed into my firm's IOLTA account.

17. The funds paid directly to me by Mr. Grossman (the $5,000.00) were returned by my firm to Mr. Grossman on October 22, 2010, pending the motion to appoint me as special counsel. These funds were paid by check to Mr. Grossman out of my firm's IOLTA account.

18. I have spent nineteen years practicing in the area of family law. As I have owned this company for many years, I do not have a current résumé. However, the biographical page from my website is attached as Exhibit C.

19. The Tsai Law Company, PLLC has conducted six depositions, three hearings (one in person and two by phone) and also general discovery to obtain information to use to

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preserve the assets of Debtor's estate during trial.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing statements are true and correct to the best of my information and knowledge.

DATED this 4th day of November, 2010.

/s/ Emily Tsai
Emily Tsai, WSBA # 21180
Proposed Special Counsel for
Debtor-in-Possession

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TSAI LAW COMPANY, P.L.L.C.

ATTORNEY FEE AND REPRESENTATION AGREEMENT

I, Adam Reed Grossman, retain the law firm of Tsai Law Company, PLLC to provide **LIMITED AND UNBUNDLED** legal services for and in connection with serving notice of and taking five specific depositions in connection with a Dissolution of Marriage.

LIMITED AND UNBUNDLED LEGAL SERVICES ARE PROVIDED TO THE CLIENT AS AGREED AND SPECIFICALLY OUTLINED ABOVE. ATTORNEY IS NOT RESPONSIBLE FOR MEETING DEADLINES OUTLINED IN A CASE SCHEDULE WHEN AGREEING TO PROVIDE LIMITED, UNBUNDLED LEGAL SERVICES. IN SUCH CASES, YOU ARE REQUIRED TO COMPLY AND BE RESPONSIBLE FOR ALL DEADLINES IN THE CASE SCHEDULE.

This agreement will take effect and responsibility to provide legal services will begin when an advance fee in the amount of $ 7,500.00 is received from client. The hourly fee of your attorney is $ 295.00 per hour. The hourly fee for legal services performed by an attorney other than your assigned attorney may be less, but will not be more. The hourly fee for any services performed by staff paralegals will be lower. All monies will be deposited in Tsai Law Company, PLLC's trust account, and withdrawn only as services are performed, or costs are incurred. It is our office policy to always have a reserve sufficient to cover any work before it is performed. Therefore, you will be required to maintain at least a $1,000.00 balance in the trust account at all times. If your trust balance falls to zero, we will expect you to restore it to the minimum balance before asking us to do further work on the case. We reserve the right to require additional deposits as we deem necessary.

THE FOLLOWING PARAGRAPH DOES NOT APPLY TO LIMITED OR UNBUNDLED LEGAL SERVICES. In the event the matter for which the attorney is retained goes to trial, client agrees to pay attorney a daily **trial rate of Three Thousand Five Hundred Dollars ($3,500.00) per day**. The trial rate is a flat rate and is not in addition to attorney's hourly rate. A trial retainer shall be required to be paid no later than forty five days before trial, or the attorney shall automatically withdraw from the case. In the event your matter goes to trial, attorney estimates that the necessary **trial retainer** will be NOT APPLICABLE DUE TO LIMITED NOTICE OF APPEARANCE ($20,000.00 if not filled in, but may be higher or lower based upon the number of issues left for resolution in the case).

Out of pocket expenses normally involve court filing fees, service of process, court reporter fees, appraisals, witness fees, psychological evaluation fees, faxes, photocopies (at .20 cents per page), courier delivery ($5), etc..

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Exhibit A

The hourly charges will be rounded up to the nearest quarter (1/4) hour, except for telephone communication which shall be rounded up to the nearest 1/10th of an hour.

In the unfortunate event that billed or requested fees are not timely paid, it may become necessary for us to withdraw as counsel. A late fee of 1% per month will be assessed against any unpaid monthly balance owed on account to the firm. In the event of a dispute or disagreement concerning this agreement or any aspect of this attorney-client representation, the District Court or Superior Court within King County, Washington is agreed to be the sole trial forum for resolution. Client specifically authorizes the Firm to request a credit report on the client from one or more reporting agencies, and further, authorizes the Firm to report information concerning the client or client's account to consumer reporting agencies for collection purposes.

Fees and disbursements may be awarded by the Court. However, because fee awards and settlements are unpredictable and are not always complied with, the client remains liable to Tsai Law Company, PLLC for the payment of the total fee. Of course, amounts actually received as counsel fees, pursuant to Court order or settlement, will be credited to your account or refunded to you to the extent that we have received fees from you, as the case may be.

In the event that either party files a Claim of Appeal with the Washington Court of Appeals or takes other action which requires additional services, a separate fee arrangement will be necessary for those services.

Since we are best capable of assessing the nuances of your case, we shall be assigning this matter to the attorney we feel best capable of handling this matter. Unless unforeseen or emergency situations develop, your assigned attorney will handle all matters relevant to your case. Your attorney shall keep you informed as to the progress of your case. Your attorney will send you copies of all important papers coming in and out of our office, including significant correspondence, pleadings, and other Court documents. If your attorney is not available when you telephone, your call will be returned promptly.

The firm is the owner of your file. At the conclusion of your matter you may have the contents of your file other than attorney notes and other work product the Firm deems necessary to retain. Any copy charges incurred for the Firm to maintain a full and complete copy of the file shall be paid by the client. If you choose to leave all or part of the file in the Firm's possession, we will have authority to destroy the file within three years from the date of this agreement.

The cooperation of the client is a very important factor. You must inform us immediately of any change of address, phone number, employment and circumstances. If requested, you will be expected to answer and return all papers sent to you for completion such as interrogatories, requests for information, requests for documents, etc.

CLIENT ACKNOWLEDGES THAT Attorney has made NO GUARANTEE regarding the successful outcome of said cause of action, and all expressions relative thereto are matters of his or her opinion only.

Attorney shall not settle or compromise this matter without the approval of Client.

Attorney accepts said advance fee on the conditions hereinbefore enumerated.

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Exhibit A

DISCLOSURE REGARDING DESTRUCTION OF FILE. Client acknowledges that three years following closure of this matter attorney may destroy, dump, shred or archive this file in a manner consistent with the protection of the attorney client privilege, work product and client's privacy rights

This document constitutes the entire fee and representation agreement between us. Any changes or modifications must be in writing and mutually signed.

TSAI LAW COMPANY, PLLC

By: [signature]

Dated: 9/16/10

I acknowledge receipt of a copy of this Attorney Fee and Representation Agreement, and understand and accept the terms and conditions set forth herein. To the extent of any unpaid fees or costs at the time of Judgment or final Order, I grant a lien against any property awarded to me in order to secure payment, and agree to execute any documents necessary to effect that lien.

Client: [signature]

Dated: 15 September 2010

Exhibit A

TSAI LAW COMPANY, P.L.L.C.

ATTORNEY FEE AND REPRESENTATION AGREEMENT

I, __ Adam Grossman____________________, retain the law firm of Tsai Law Company, PLLC to provide legal services for and in connection with a Dissolution of Marriage against Jill I. Borodin.

This agreement will take effect and responsibility to provide legal services will begin when an advance fee in the amount of $_25,000.00 (assuming funds clear) which was in addition to fees received previously under a limited notice of appearance__________ is received from third party on behalf of client. The hourly fee of your attorney is $__295.00______ per hour. The hourly fee for legal services performed by an attorney other than your assigned attorney may be less, but will not be more. The hourly fee for any services performed by staff paralegals will be lower. All monies will be deposited in Tsai Law Company, PLLC's trust account, and withdrawn only as services are performed, or costs are incurred. It is our office policy to always have a reserve sufficient to cover any work before it is performed. Therefore, you will be required to maintain at least a $1,000.00 balance in the trust account at all times. If your trust balance falls to zero, we will expect you to restore it to the minimum balance before asking us to do further work on the case. We reserve the right to require additional deposits as we deem necessary.

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Out of pocket expenses normally involve court filing fees, service of process, court reporter fees, appraisals, witness fees, psychological evaluation fees, faxes, photocopies (at .20 cents per page), courier delivery ($5), etc..

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Exhibit __B__

resolution. Client specifically authorizes the Firm to request a credit report on the client from one or more reporting agencies, and further, authorizes the Firm to report information concerning the client or client's account to consumer reporting agencies for collection purposes.

Fees and disbursements may be awarded by the Court. However, because fee awards and settlements are unpredictable and are not always complied with, the client remains liable to Tsai Law Company, PLLC for the payment of the total fee. Of course, amounts actually received as counsel fees, pursuant to Court order or settlement, will be credited to your account or refunded to you to the extent that we have received fees from you, as the case may be.

In the event that either party files a Claim of Appeal with the Washington Court of Appeals or takes other action which requires additional services, a separate fee arrangement will be necessary for those services.

Since we are best capable of assessing the nuances of your case, we shall be assigning this matter to the attorney we feel best capable of handling this matter. Unless unforeseen or emergency situations develop, your assigned attorney will handle all matters relevant to your case. Your attorney shall keep you informed as to the progress of your case. Your attorney will send you copies of all important papers coming in and out of our office, including significant correspondence, pleadings, and other Court documents. If your attorney is not available when you telephone, your call will be returned promptly.

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The cooperation of the client is a very important factor. You must inform us immediately of any change of address, phone number, employment and circumstances. If requested, you will be expected to answer and return all papers sent to you for completion such as interrogatories, requests for information, requests for documents, etc.

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Attorney shall not settle or compromise this matter without the approval of Client.

Attorney accepts said advance fee on the conditions hereinbefore enumerated.

DISCLOSURE REGARDING DESTRUCTION OF FILE. Client acknowledges that three years following closure of this matter attorney may destroy, dump, shred or archive this file in a manner consistent with the protection of the attorney client privilege, work product and client's privacy rights

This document constitutes the entire fee and representation agreement between us. Any changes or modifications must be in writing and mutually signed.

AG

Exhibit B

TSAI LAW COMPANY, PLLC

By: [signature]

Dated: 10/13/10

I acknowledge receipt of a copy of this Attorney Fee and Representation Agreement, and understand and accept the terms and conditions set forth herein. To the extent of any unpaid fees or costs at the time of Judgment or final Order, I grant a lien against any property awarded to me in order to secure payment, and agree to execute any documents necessary to effect that lien.

Client: [signature]

Dated: 13 October 2010

TSAI LAW COMPANY

EXPERIENCED
KNOWLEDGABLE
TRUSTWORTHY

To speak with our Seattle Divorce Lawyer Emily Tsai call toll free at 1-877-728-8001, 1-425-DIVORCE (425-348-6723) or (206) 728-8000.

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EMILY J. TSAI ESQUIRE

Emily J. Tsai received her Bachelor's Degree from the University of Washington in 1988. She completed a double major in History and English, cum laude, then went on to attend Law School at the University of Washington School of Law where she obtained her Juris Doctor in 1991.

Emily Tsai has been admitted to practice law in the State of Washington and in the State of California.

Emily's primary focus areas have been Family Law and Personal Injury Litigation.

Family Law: Emily has handled seventeen years worth of family law matters including all aspects of Divorce and Legal Separation, Complex Division of Property, Division of Business Assets, Dissolution of Partnerships, Mediation, Arbitration, Preparation of Prenuptial Agreements, Preparation of Post Nuptial Agreements, Registration of Out of State or Foreign Orders, Interstate Divorces, Representing Plaintiffs and Defendants in Claims for Meretricious Relationships, Prosecution and Defense of Restraining Orders, Prosecution and Defense of Domestic Violence Protection Orders, Prosecution and Defense of Anti-harassment orders, Preparation of Qualified Domestic Relations Orders, Representation in Paternity Matters, Mediation of Paternity and Divorce Matters, Acting as Mediator in Family Law Matters, Handling Third party Custody Actions, Handling Adoptions, Obtaining and Defending Requests for Spousal Maintenance, Arguing Jurisdiction and Venue Cases, and Handling No Contest Divorces.

CONTACT US

TLC

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Email: support@TLClawco.com

To reach Emily Tsai directly, please email her at emily@TLClawco.com.

Please visit our home page for additional information about our Seattle Divorce Lawyers.

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Personal Injury: Emily has also focused her practice on several types of personal injury matters, including automobile accidents, mediations, arbitrations, dog bites, actions for wrongful death, soft tissue injuries, serious permanent injuries, and injuries involving long term disabilities.

Emily J. Tsai has been practicing Family Law and Personal Injury Law since 1991. This means she has extensive experience in these areas of law, and can provide you with a well-prepared, dynamic representation in these areas. Emily personally selects all of her cases and provides personal representation to each client. Every Family Law and Personal Injury matter is unique in some way; by personally getting to know you and your situation, Emily can provide legal advice that is specifically tailored to helping you meet your goals.

Emily understands that whether it's a Family Law or Personal Injury matter, each of these represents tremendous personal anxiety. These matters have long-term implications financially, emotionally and professionally. They impact us at our deepest levels. Emily feels it is her job to do the worrying for you, help you restore your life and give you back your peace of mind.

Emily's biographical history includes membership in Phi Beta Kappa and Golden Key National Honor Society.

Recipient: Stuart Scholarship, 1984-1991; Washington Legal Foundation Scholarship, 1988.

Community Involvement: Volunteer Federal Way Legal Clinic 2003 to 2008, Volunteer Kent Regional Justice Center Settlement Master, 2004 to present.

In addition to Emily's Superior Court proceedings, she was also the attorney for the Respondent in the published Division I, Court of Appeals case,

In re the Parentage of J.A.B. 191 P.3d 71 (2008).

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Exhibit C